

ROUTING SLIP
 PUBLIC WORKS DEPARTMENT
 MARINE CORPS BASE, CAMP LEJEUNE, N. C.

No. 113

Date 8 Feb 57

From G-4 (Chief of Civil Engineers, Budocks to DPWO 5ND)

Subject Agreement covering installation, operation and maintenance of signal protection equipment, Route 24

-CODE-

- | | |
|--------------------------------|----------------|
| 1. Action | 6. Investigate |
| 2. Info. | 7. Retain copy |
| 3. Prepare reply for PWO-OinCC | 8. File |
| 4. Prepare reply for ROINCC | 9. _____ |
| 5. Prepare estimate | |

DEPARTMENT	CODE	SEQUENCE	INITIAL	DATE
PWO-OinCC-ROinCC	2		/	
Asst. PWO	1		/	
Asst. to PWO				
Asst. ROinCC				
Chief Inspector				
Design Supt.				
Adm. Officer				
Master Mechanic				
Central File	✓			
Adm. Asst.				

Remarks:

(Routing Slip will be returned to Central Office with
 correspondence attached unless otherwise indicated)

DEPARTMENT OF THE NAVY

BUREAU OF YARDS AND DOCKS

WASHINGTON 25, D.C.



TO: [Illegible]

[Illegible text]

[Illegible text]

FROM: Chief of Civil Engineers, Naval Facilities Engineering Command, Naval Facilities Engineering Command, Naval Facilities Engineering Command

SUBJECT: U.S. Marine Corps Base, Camp Lejeune, North Carolina. Agreement covering the installation, operation, and maintenance of signal protection equipment at the base. U.S. Marine Corps Base, Camp Lejeune, North Carolina. U.S. Marine Corps Base, Camp Lejeune, North Carolina.

REF: (a) [Illegible] (b) [Illegible]

(1) [Illegible]

A copy of the agreement has been fully executed, and the same is being furnished to the District Public Works Officer, as requested by reference (a).

Very truly yours,

[Illegible Signature]

(S) [Illegible]

[Illegible]

[Illegible]

[Illegible]

L. E. WILSON
By [Illegible]

ASSISTANT CHIEF OF STAFF, G-4 SECTION
HEADQUARTERS, MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA

TO:

Base Supply Officer
Base Legal Officer
Base Comptroller
Base Medical Officer
Base Dental Officer
CO, Naval Medical Field Research Lab
Base Disbursing Officer
Base Maintenance Officer
Base Motor Transport Officer
Base Special Services Officer
Base Fire Marshal
CO, 2d Combat Service Group
Base Chaplain
Industrial Relations Officer
Supervisory Housing Mgr., Midway Park
Base Provost Marshal

R. W. K.
REMARKS:



DEPARTMENT OF THE NAVY

BUREAU OF YARDS AND DOCKS

WASHINGTON 25, D. C.

IN REPLY REFER TO

R-312/KIS/bjw
ND5/N1-1
W34-40-NR-18

5-FEB 1957

From: Chief of Civil Engineers
To: District Public Works Officer, Fifth Naval District
Subj: U. S. Marine Corps Base, Camp LeJeune, North Carolina;
Agreement covering installation, operation, and main-
tenance of signal protection equipment at intersection
of Government-owned railroad and North Carolina State
Highway Route No. 247

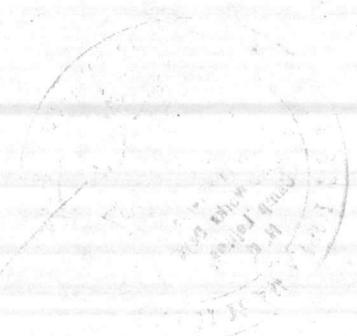
Ref: (a) DPWO SMD ltr DC-2108:ANY:pf's A- of 11 Jul 1956
to BUDOCKS w/encls

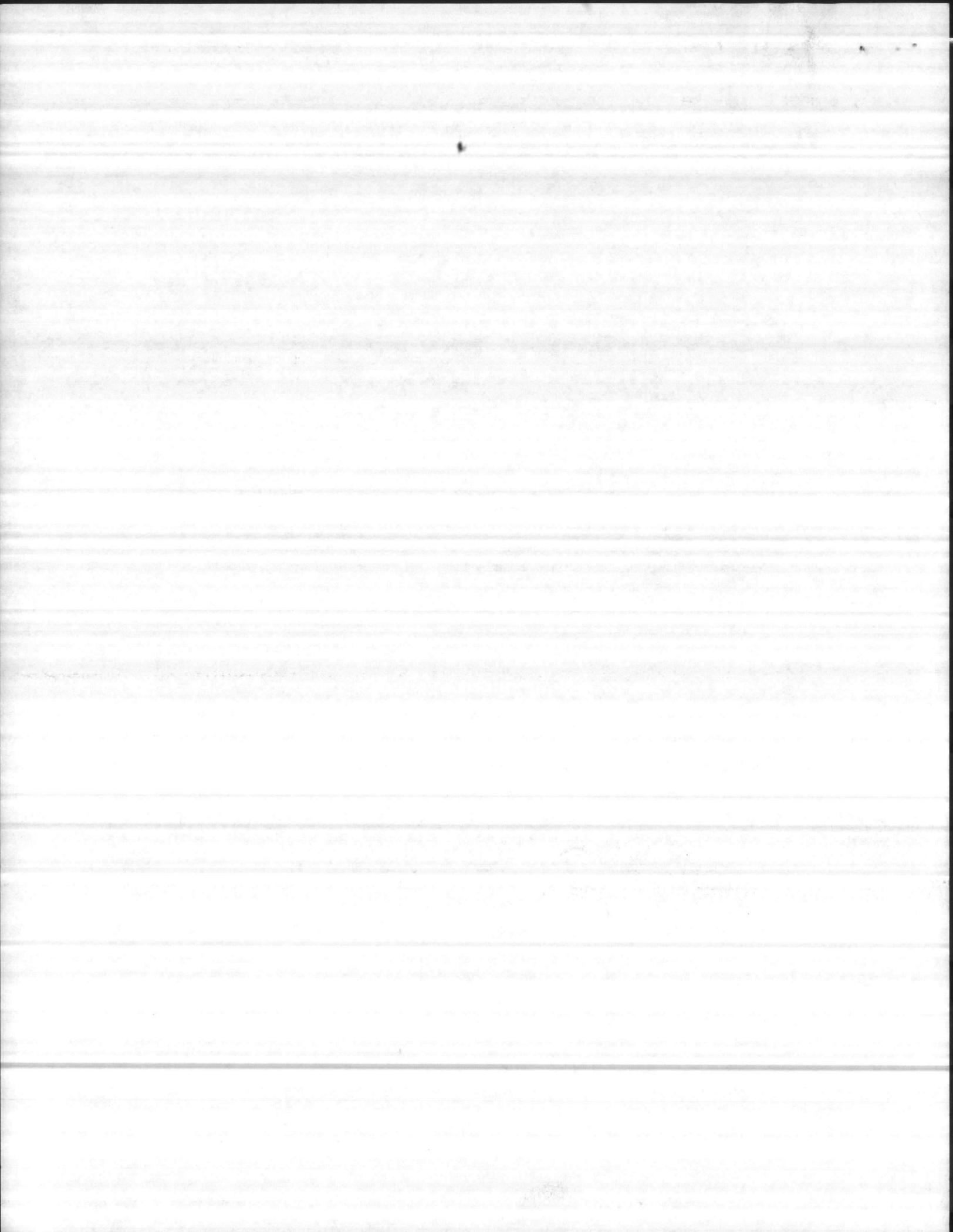
Encl: (1) Photostatic copy of subject Agreement

1. Subject Agreement has been fully executed, and assigned
contract number NOy(R)-65040. Enclosure (1) is furnished
for the records of the District Public Works Officer, as
requested by reference (a).

Copy to:
COMFIVE
CNC (Code COH)
w/photostat of encl
CG MCB CAMLEJ ← COPY
w/photostat of encl

L. C. WRIGHT
By direction





All correspondence in connection with this document should include reference to No. 107(R) *107(R)*

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

THIS AGREEMENT, made this 15 day of Dec., 1956 between the UNITED STATES OF AMERICA, owner and operator of the Marine Barracks Railroad of Camp Lejeune, represented by the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, party of the first part, hereinafter called the GOVERNMENT; the ATLANTIC COAST LINE RAILROAD COMPANY, a corporation of the State of Virginia, party of the second part, hereinafter called the COMPANY; and the NORTH CAROLINA STATE HIGHWAY AND PUBLIC WORKS COMMISSION party of the third part, acting by and through its Chairman, hereinafter called the COMMISSION:

W I T N E S S E T H

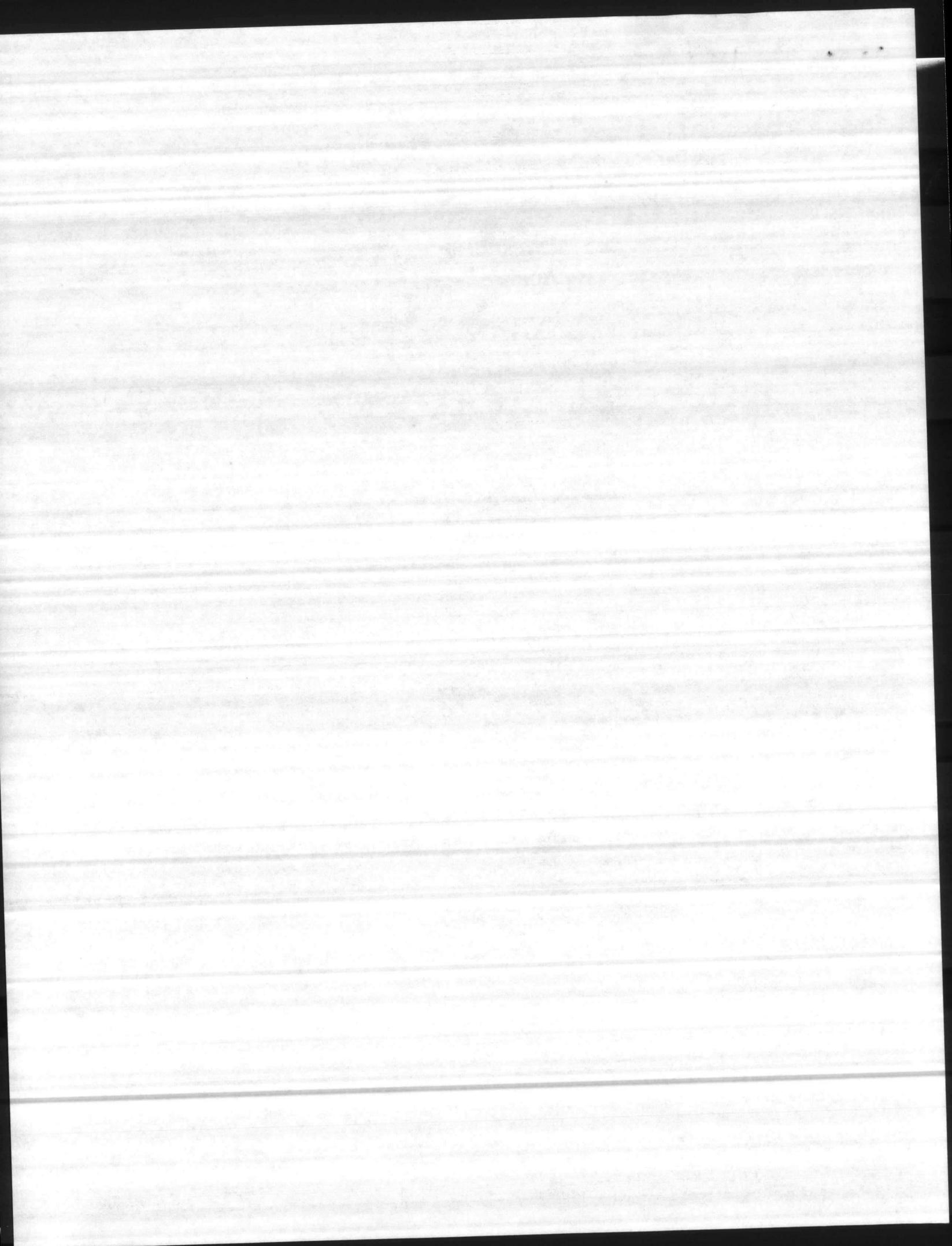
THAT WHEREAS, Commission authorized and is now improving a section of N.C. Route No. 24 (Federal Aid Primary Road No. 113) located in Onslow County, North Carolina, by building a dual lane for east bound highway traffic on the south side of, parallel to, and separated from the existing pavement by a thirty (30) foot median strip to separate and facilitate the movement of highway traffic, the proposed dual lane hereinafter called the East-bound lane, and the existing pavement hereinafter called the West-bound lane, the aforesaid work being financed in part with Defense Access funds, in part with Federal Aid Primary funds, and in part with State funds, and known and identified as State Project 3697 Onslow County and Federal Aid Project D-AD-F-3(2); and

WHEREAS, the aforesaid road improvement crosses the track and property of the Marine Barracks Railroad of Camp Lejeune, owned and operated by Government, near Project Survey Station 130+22, at which location Standard type automatic electrically controlled flashing light crossing signals were installed on the existing or West-bound lane by Government in May 1942 and has since been maintained and operated by it; and

WHEREAS, it is the judgment of Government and Commission that as a result of providing the aforesaid East-bound lane, will require that the existing crossing signal installation on West-bound lane be changed from two-way to a one-way traffic protective facility, and an additional one-way crossing signal installation installed at crossing on the said East-bound lane to reduce the accident probability to highway traffic that may exist thereat when said East-bound lane is opened to highway traffic; the work required in making the necessary changes and revisions in the existing signal installation and installing an additional one-way crossing signal installation at the crossing on the proposed East-bound lane, including all incidental work in connection therewith, and furnishing all new materials required therefor, to be known and identified as part of State Project 3697 Onslow County, and Federal Aid Project D-AD-F-3(2);

REAL ESTATE FILE
NO. *1034-16-NR-18*

RETURN TO REAL ESTATE
FILES



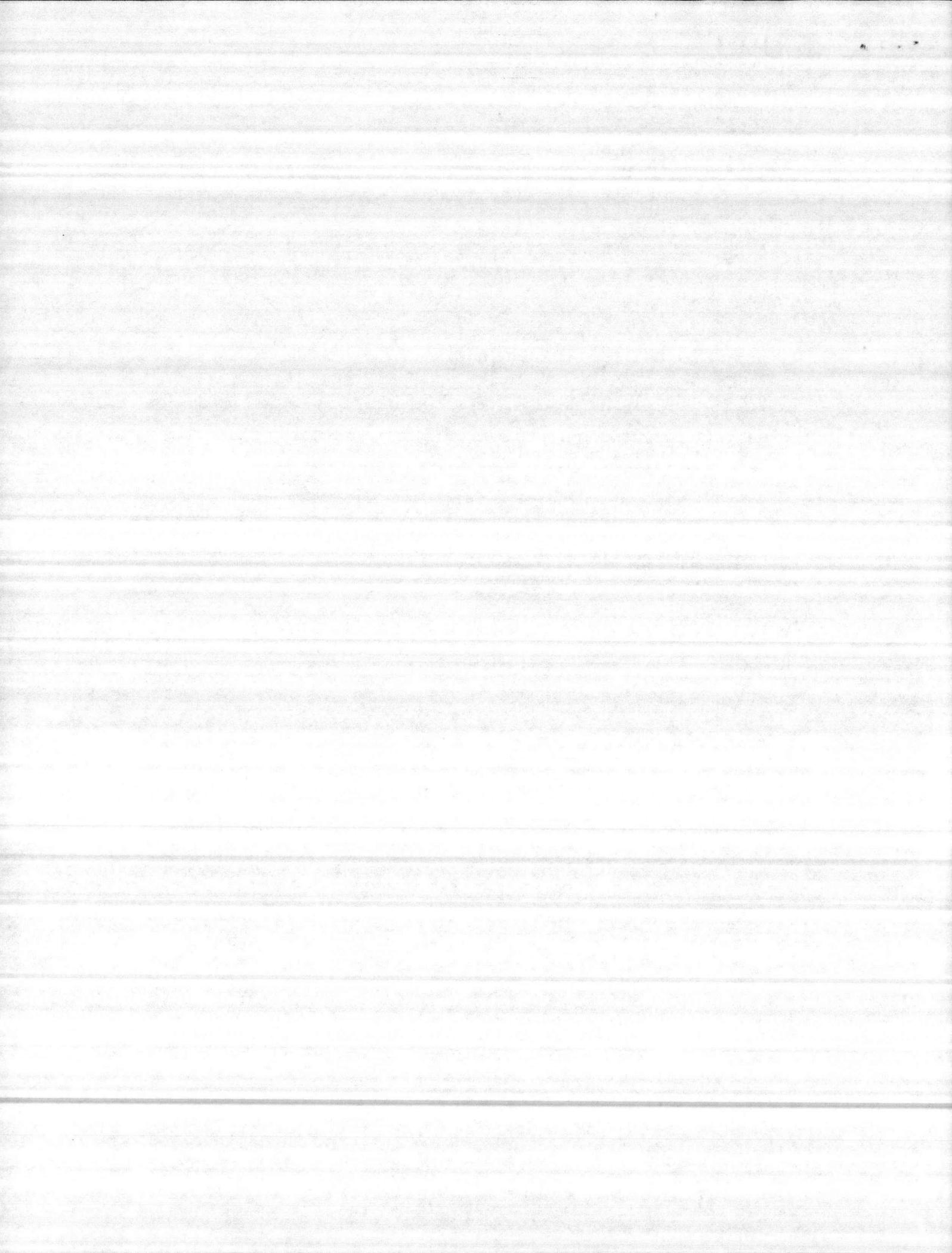
AND WHEREAS, Government and Commission desire and request Company to furnish labor, materials and equipment and do the work on a force account basis, which Company is willing to do upon terms and conditions hereinafter expressed.

NOW, THEREFORE the PARTIES hereto, each in consideration of the premises and the covenants of the other hereinafter contained, hereby agree:

1. That in the judgment of the parties hereto, the classification of the project comes under Group 4, Page 3 of the Bureau of Public Roads' "General Administrative Memorandum No. 325" dated August 26, 1948, governing classification of highway-railway crossing projects for determination of railway benefit and liability, in that, the changes and additions required do not effect a modernization or an improvement in the existing installation of crossing signals on the West-bound lane, nor does the additional installation of one-way crossing signals at proposed crossing of the East-bound lane protect or eliminate an existing unprotected grade crossing; and in accordance with provisions contained therein, no net benefit will accrue to Government as a result of either the changes or additions as proposed hereunder, and no contribution to the cost of the project by Government will be required.

2. That Government hereby grants to Commission and Company the right of access to a sufficient area along, on and adjacent to the track of the Marine Barracks Railroad of Camp Lejeune for movement of their employees, materials, and work equipment, as may be necessary in performance of the work required to be done hereunder; it being understood that such movements of employees, materials and work equipment shall in no way unnecessarily delay or interfere with the operation of trains or other equipment of Government.

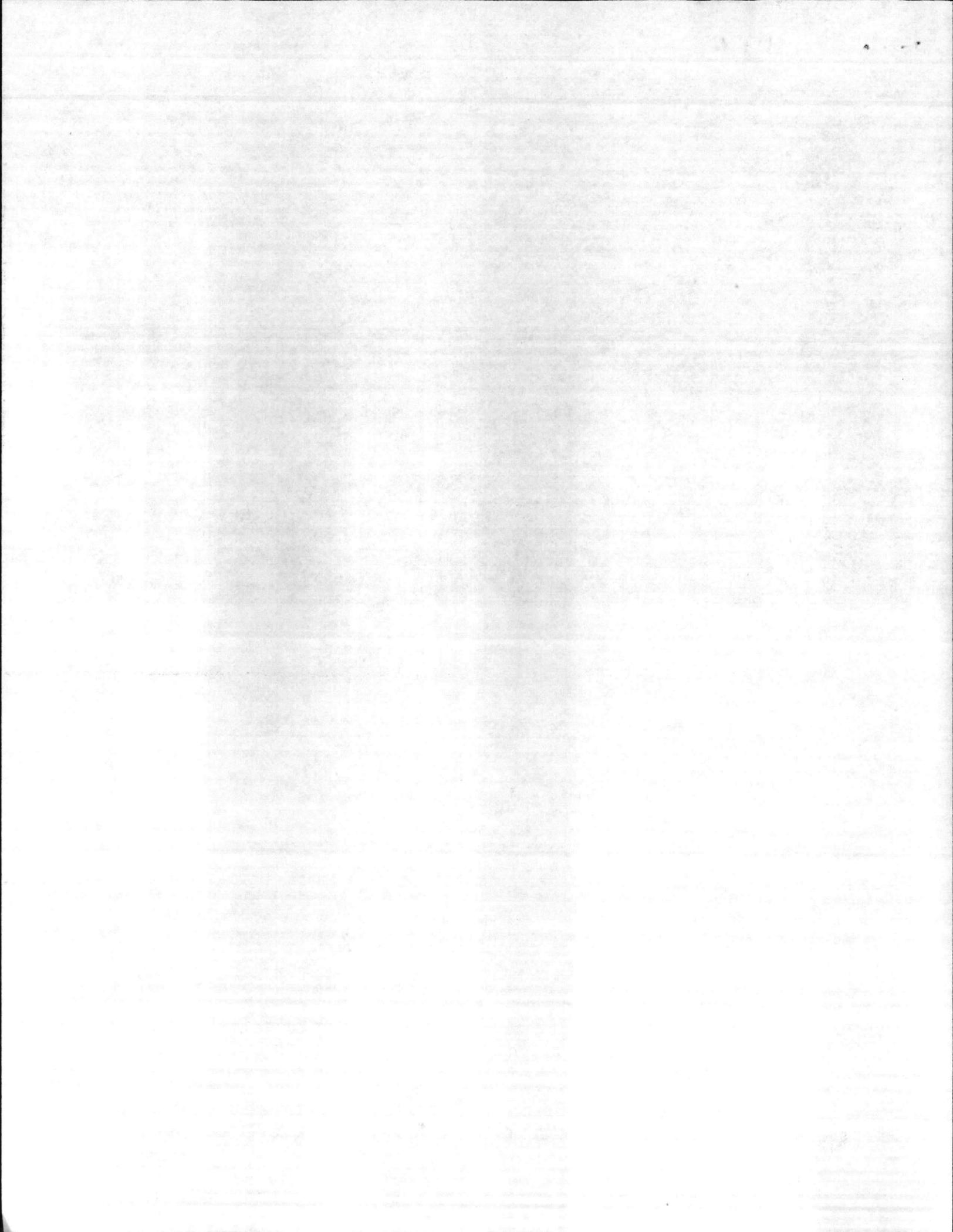
3. That Company will, at the cost and expense of Commission, perform with its own employees and work equipment the work of making the necessary changes and alterations in the existing signal installation at crossing on the West-bound lane to convert it from two-way to a one-way traffic protective facility; relocate existing instrument case to center of median strip; install one-way crossing signal installation and an additional crossing circuit at crossing of the East-bound lane and such other work as may be involved and required in connection therewith or incidental thereto; and will provide and furnish at the cost and expense of Commission all necessary materials, standard type signals and other equipment required for the protection of said grade crossing. In strict accord with the plans, specifications and material list to be provided by the Company; new material for use in this work to be furnished from the stock of the Company or to be purchased by the Company in the same manner and under the same terms as its other purchases are made, all in accordance with the provisions of the Bureau of Public Roads "Policy and Procedure Memorandum 30-3" dated



August 15, 1955, and supplements thereto which have been issued by the Bureau of Public Roads, and PROVIDED that the labor required for the prosecution of such work shall be performed by the employees of Company under and in accordance with the terms of current agreements between Company and the Company's employees; and in the event that labor not covered by such agreement is involved, such labor will be governed by "Required Provisions for Federal Aid Contracts" as issued by the North Carolina State Highway and Public Works Commission and dated January 1, 1955, as supplemented and amended.

4. That the work to be performed and materials to be furnished by the Company in connection with the changes and alterations in the existing signal installation, and providing the additional new installation, as outlined in Article 3 of this agreement, shall be as itemized and shown in detailed estimate attached hereto and by reference made a part of this agreement.

5. That the Commission agrees, subject to the provisions of Article 9 hereof, to reimburse the Company for the cost of all work performed and materials furnished by it in connection with the changes



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of the Bureau of Public Roads, and that the Company shall have no claim whatsoever against the Commission for reimbursement for the performance of any part of said work, the charges for which the Bureau of Public Roads will not approve. If any items hereunder have been paid inadvertently, or having been paid by the Commission have been rejected by the Bureau of Public Roads, the Company agrees to reimburse the Commission for all such items.

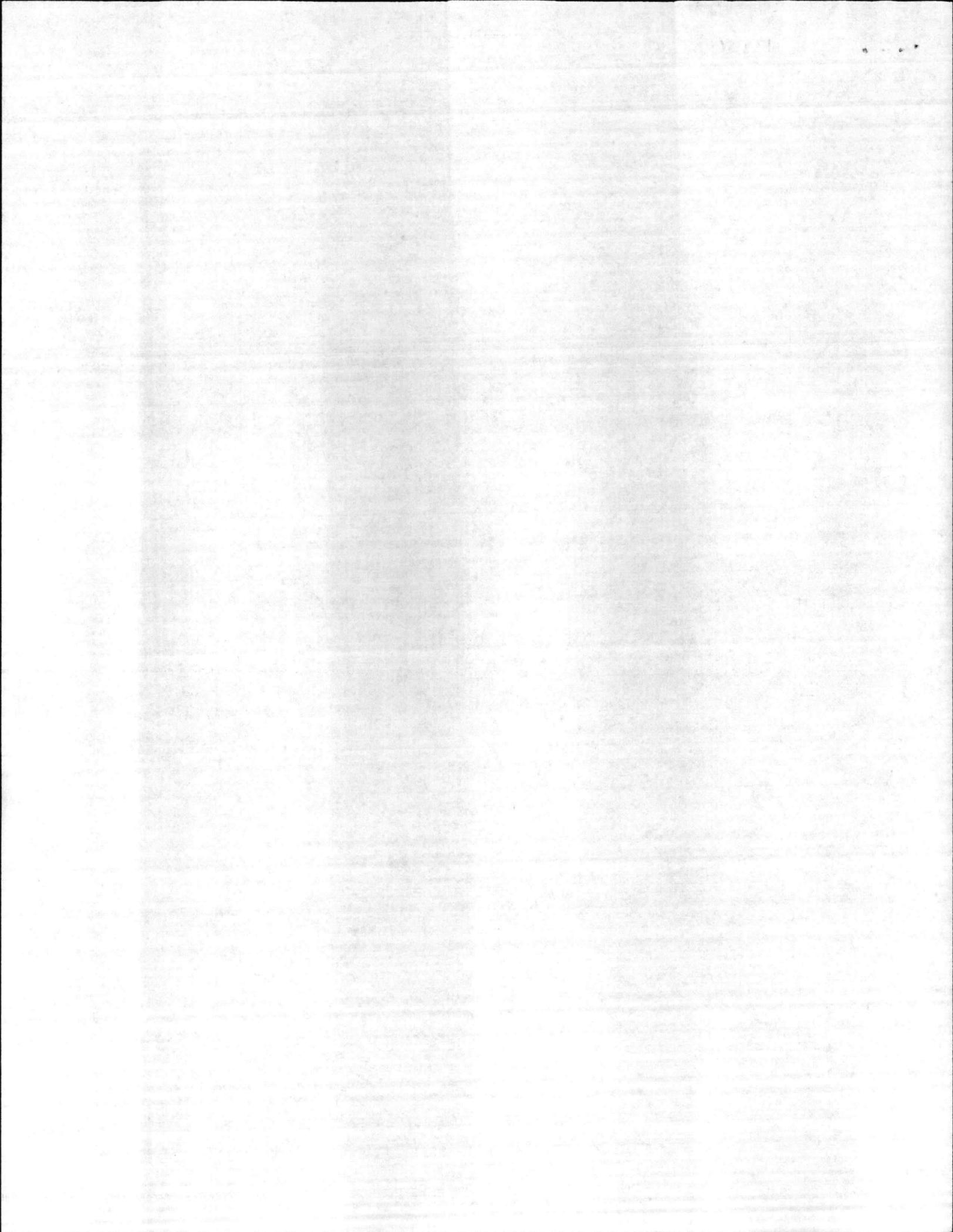
8. That after the required changes have been made in the existing signal installation at crossing of West-bound lane and the additional signals installed on the East-bound lane, they shall be inspected and tested, and if found in acceptable and satisfactory operating condition by the parties hereto, shall be placed in service and operated from and after the hour mutually agreed upon by the Company and Commission, and shall be thereafter owned by the Government, and at its own cost and expense, operated and maintained by the Government so long as it may operate its railroad, or until it is agreed between Government and Commission that signals are no longer necessary, or until said crossing may be abandoned or other legal requirements make it necessary to cease operation and maintenance of signals thereat.

9. It is understood and agreed that the crossing signals to be installed on the East-bound lane shall be of a type approved by the United States Bureau of Public Roads, and shall be automatic and operative without attendants.

10. Settlement of the account between the Company and the Commission growing out of said work shall be made in the following manner, viz:

Within 60 days after the completion by the Company of the work contemplated and specified under Article 3 hereof the Company will render a bill against the Commission covering the cost to the Company of the work performed and materials furnished by it in connection with the changes required in the existing signal installation on the West-bound lane, and the additional signal installation required installed on the East-bound lane, at the aforesaid location; and the Commission hereby agrees, subject to the provisions of Article 7 of this agreement to pay to the Company the amount due it under such bill within 60 days from receipt of same by the Commission.

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IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be duly signed and sealed, the day and year first above written.

ATTEST:

UNITED STATES OF AMERICA

10 Feb. 1950
[Signature]

[Signature]
For the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy

ATTEST:

ATLANTIC COAST LINE RAILROAD COMPANY

[Signature]
Asst. Secretary of Company
W. T. MARABLE

[Signature]
C. McD. DAVIS President

ATTEST:

NORTH CAROLINA STATE HIGHWAY AND PUBLIC WORKS COMMISSION

[Signature]
Elizabeth J. Hughes
Secretary of State Highway and Public Works Commission

[Signature]
Chairman

APPROVAL RECOMMENDED:

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Bridge Engineer, State Highway and Public Works Commission

[Signature]
General Counsel, State Highway and Public Works Commission

U. S. BUREAU OF PUBLIC ROADS -

Examined as to provisions and participating items of cost

APPROVED:

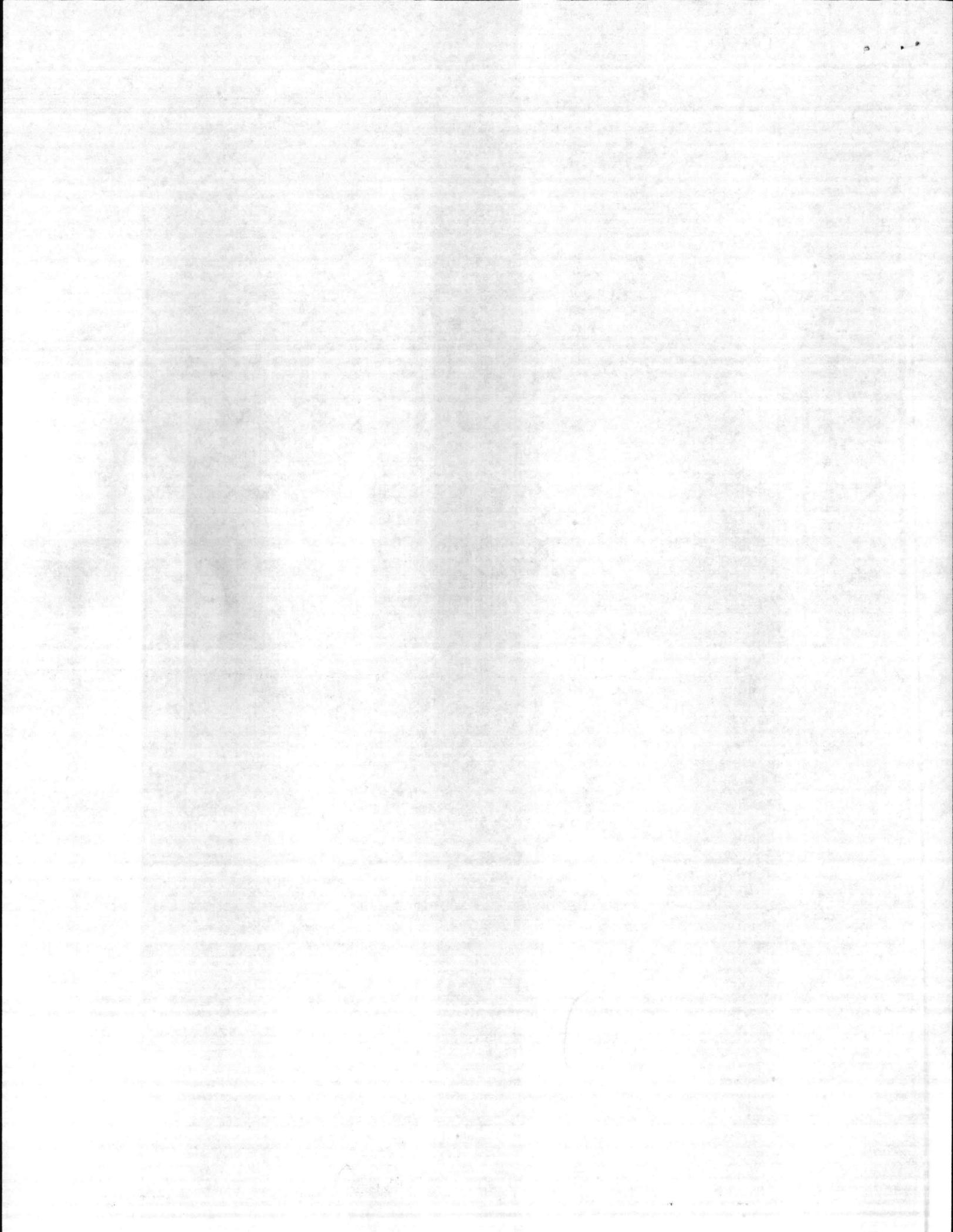
[Signature]
For the District Engineer

Jan. 7, 1957
Date

APPROVED:
[Signature]
CHIEF ENGINEER

REAL ESTATE FILES
Reviewed By [Signature]
Checked By _____

Approved as to form
& legality
Jpy L-4605



NORTH CAROLINA

STATE HIGHWAY AND PUBLIC WORKS COMMISSION

COPY OF DETAILED ESTIMATE OF COST COVERING FORCE ACCOUNT WORK TO BE PERFORMED BY THE ATLANTIC COAST LINE RAILROAD COMPANY INCIDENT TO CHANGES IN EXISTING SIGNAL INSTALLATION AND INSTALLING AN ADDITIONAL INSTALLATION AT INTERSECTION OF N.C. ROUTE #24 (FEDERAL AID PRIMARY ROAD NO. 113) WITH THE MARINE BARRACKS RAILROAD OF CAMP LEJEUNE, NEAR ROAD PROJECT SURVEY STATION 130+22 EAST OF JACKSONVILLE, ONSLOW COUNTY, NORTH CAROLINA.

STATE PROJECT 3697
 ONSLOW COUNTY

F. A. PROJECT D-AI-F-3(2)

Materials	\$2,645.00
Labor	2,150.00
Vacation Allowance	85.00
Paid Holiday Allowance	45.00
Insurance, Liability & Compensation	90.00
Taxes, R.R. Retirement & Social Security	160.00
Camp Cars, Repairs and Depreciation	145.00
Ton-mileage & Transportation Costs	125.00
Engineering, Accounting & Contingencies	<u>550.00</u>
Gross Estimated Cost	\$5,995.00
Less Estimated New Value of Released Materials	<u>5.00</u>
Net Estimated Cost	\$5,990.00

November 16, 1955.

